

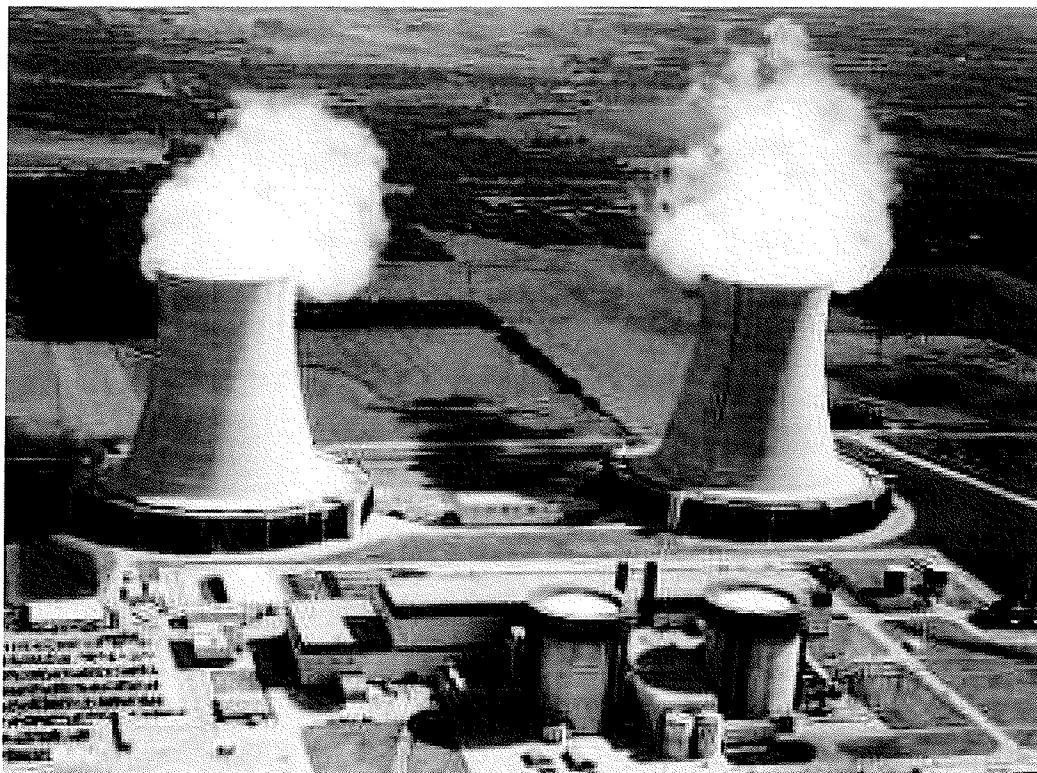
**Expert Report  
of Dale Belman, Ph.D**

**Exhibit X-1**

# **NUCLEAR POWER**

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# **CONSTRUCTION LABOR AGREEMENT**



## PREAMBLE

The parties to this Nuclear Power Construction Labor Agreement recognize that the construction of nuclear power plants is a specialized, unique branch of construction, requiring a long period of construction, large scale capital outlays, exacting construction and performance standards (including protection of the health and safety of the public and employees) and the need for highly skilled craft labor for many operations and complex management structures. The careful planning and scheduling of work operations can make a major difference in reducing costs and keeping the job on-schedule.

The parties further recognize the national importance of nuclear power in assuring adequate supplies of energy for economic growth, the creation of job opportunities and for a greater degree of energy independence. The parties believe that this Agreement constitutes a vital contribution to achieving these objectives.

The parties acknowledge that the majority of new nuclear plants likely to be built in the future are in remote and/or southern parts of the United States. This Agreement is intended for such areas and addresses the specific needs of the nuclear industry in those areas through such measures as regional wage rates designed to attract and retain workers to nuclear projects and specialized recruitment and training efforts to provide life-long careers for local residents to make nuclear plant construction attractive to local communities.

The parties have consulted with representative utilities, both privately and publicly owned, regarding problems previously encountered in the construction of nuclear power plants. They have also investigated the means to improve construction efficiency and to reduce costs while assuring that the health, welfare and safety of the public and of on-site personnel is fully maintained. The parties recognize the continuing interest of the utilities and the customers they serve in efficient, speedy and safe construction, and they believe this Agreement will promote these purposes.

This Agreement is uniquely a full and complete national agreement that does not depend on other collective bargaining agreements in the construction industry, whether local, regional or national in scope.

The parties recognize the complexity and scope of global procurement. They also recognize that the design of the newest generation of nuclear plants is dependent on modular construction techniques. Prefabrication and modular construction issues will be addressed in an addendum covering each individual project or jobsite covered by this Agreement.

The parties agree to abide by the terms and conditions of employment set forth in this Agreement and to resolve any question or any dispute in accordance with the procedures specified in this Agreement without strike or lockout or other interruption of work operations.

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Additional contractors or associations of contractors may become parties to this Agreement for all construction work encompassed by this Agreement that they perform at nuclear power sites.

## ARTICLE I

### SCOPE OF AGREEMENT

Section 1. This Agreement, entered into this 1st day of March, 2010, between the North American Contractors Association, on behalf of its member companies who become signatory hereto, (hereinafter referred to as the "Employers" or individually as the "Employer") and the Building and Construction Trades Department, AFL-CIO, (hereinafter referred to as the "Department"), the National and International Unions who become signatory hereto, hereinafter referred to as the "Unions" or individually as the "Union", and those Local Unions affiliated with such National and International Unions who accept the terms of this Agreement by virtue of accepting the benefits of the Agreement on specific projects covered by the Agreement and/or by referring employees to work on such projects.

Section 2. This Agreement shall be applicable to all construction work performed on nuclear power plant sites to which the parties have agreed to extend the terms of this Agreement. Projects covered by this Agreement will remain under its terms and conditions until project completion. This Agreement, along with any related Memoranda of Understanding which may be entered into between the parties to this Agreement, or others who may hereafter become parties to this Agreement, represents the complete understanding of the parties and none of the provisions in any local, regional/area or national collective bargaining agreement shall apply to the project unless specifically incorporated in this Agreement. It is understood that this is a self-contained stand alone Agreement and that by virtue of having become bound to this Agreement, neither the Employer nor its subcontractors or sub-tier subcontractors will be obligated to sign any other local, regional or national agreement, except that all work covered by the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement and the National Agreement of the International Union of Elevator Constructors shall be performed under the terms of those agreements and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, provided that Articles IX, XVIII and XIX of this Agreement shall apply to such work covered by those agreements.

Section 3. A construction project involving a new nuclear power plant may be placed under this Agreement and within the province of the Committee established in Article II, by request of the owner or authorized Employer or Employers and the concurrence of the Committee. It is the intention of the parties to the Agreement to include all nuclear power plant projects in the southern part of the United States which the owners or authorized Employers state they wish to have built under the Nuclear

Power Construction Labor Agreement.

Section 4. The Committee established in Article II, when requested, may review nuclear power plants under construction to determine which particular projects it is practical and legally feasible to place under the terms of this Nuclear Power Construction Labor Agreement rather than to continue under various other agreements. Any decision is to be made on a project-by-project basis.

Section 5. This Agreement is designed particularly for the specialized character of nuclear power plant construction and its provisions are not to be applied, and shall not constitute a precedent, for other types of construction projects.

## ARTICLE II

### JOINT LABOR-MANAGEMENT ADMINISTRATIVE COMMITTEE

Section 1. A National Joint Labor-Management Administrative Committee (hereinafter referred to as the "Committee") shall be established immediately following the date of this Agreement. The Committee shall exercise oversight over all projects placed under this Agreement; it is empowered to resolve any dispute over the meaning and application of this Agreement. The Committee will schedule regular and periodic meetings.

Upon a commitment by an owner and at the earliest possible date in advance of the start of a nuclear power project, the Committee shall consider and determine, with the Employers and the Unions responsible for the work operations, a range of issues essential for orderly and efficient work operations, including such matters as:

- Regional wage and benefit schedules to attract and retain workers;
- The training and apprenticeship arrangements, including funding, applicable to the project;
- Any travel and subsistence arrangements;
- Encouraging the Owner and Employers to utilize companies whose employees are represented by Unions signatory to this Agreement to supply and deliver materials to the job site;
- The appropriate Code of Excellence or similar program; and
- Any other questions that may subsequently arise not inconsistent with the terms of this Agreement.

Section 2. The Committee, in coordination with the Nuclear Energy Institute and its member utilities, shall seek to engage the Nuclear Regulatory Commission and other

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federal, state and local regulatory bodies in developing methods and procedures to reduce idle time on projects due to delays associated with waiting for work permits to be issued and inspections to be conducted by such regulatory agencies.

Section 3. The Committee shall consist of five (5) Owner/Employer representatives and five (5) Union representatives. The Nuclear Energy Institute shall appoint one (1) representative, the Owner community shall appoint one (1) representative and the Employers signatory to the Agreement shall appoint three (3) Employer representatives. The Department shall appoint the Union representatives. Each member of the Committee shall have one (1) vote unless there are unequal numbers of Union and Employer members in attendance. In that case, the under-represented members shall be entitled to cast the same number of votes as the other group's members in attendance.

Section 4. The Committee shall designate one (1) Labor-Relations Site Coordinator for each project. The Site Coordinator shall have the qualifications to provide leadership and maintain harmonious relations among employees, the Unions the Employers and the Owner. The Site Coordinator shall conduct business in a respectful and business-like manner to further the goals set forth in the Preamble to this Agreement to eliminate construction delays attributed to labor-management issues. The Site Coordinator shall facilitate regular meetings of a project specific tri-partite committee composed of representatives of the project Owner, Employers and Unions. The tri-partite committee shall review the practices, processes and procedures being utilized at the site and explore ways to improve project efficiency and cost effectiveness.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

### **ARTICLE IV**

#### **UNION RECOGNITION AND REPRESENTATION**

Section 1. The Employer recognizes the Department and the signatory International Unions as the sole and exclusive bargaining representatives for its craft employees employed on nuclear power plant jobsites covered by this Agreement.

Section 2. This Agreement shall not apply to executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, guards, or other non-manual employees.

Section 3. Each Union which is a party to this Agreement, or its applicable Local

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Union, shall have the right to designate a working journeyperson as a Steward for each Employer. Such designated Steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's Employer and not with the employees of any other Employer. Stewards shall be trained and certified to enforce the Code of Excellence or similar program adopted for the site and shall have the authority to demand compliance.

Section 4. Authorized representatives of the Unions and their Local Unions shall have access to the projects provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the particular project.

## ARTICLE V

### REFERRAL AND HIRING

Section 1. Applicants for the various classifications covered by the Agreement required by the Employer on its projects shall be referred to the Employer by the Unions and/or their respective Local Unions in accordance with their established referral procedures. The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Section 4. The Employer shall also have the right to reject any applicant referred by the Unions and/or their respective Local Unions.

Section 2. The Unions represent that their Local Unions administer and control their referrals and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with Federal, State and local laws and regulations which require equal employment opportunities and non-discrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 3. In the event a referral facility maintained by a Local Union is unable to refer workers as requested by the Employer within a forty-eight hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may assign the work to workers of other crafts already employed on the project notwithstanding the provisions of Article IX. Such workers shall be paid whichever Union's wage rate is higher but all fringes shall be paid to the funds of the workers' Union. The Employer shall replace such workers as soon as qualified registered applicants for employment are available from the Local Union that was unable to meet the initial request for workers. In addition, the Local Union must be provided the opportunity to fulfill any subsequent request for workers from that craft. If no current employees are available from other crafts to perform the work, the Employer may solicit and hire qualified personnel from any other source. Such workers shall be paid the wages and fringes of the Union unable to fulfill the Employer's request.

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Section 4. The Employer agrees to be bound by the referral rules in a local area not inconsistent with the terms of this Agreement provided that, where the referral rules that prevail in a local area are on other than an exclusive basis, such rules shall be applicable if not in violation of either State or Federal law.

Section 5. An Employer working under the terms of this Agreement that obtains a contract from the same Owner to perform short-term outage maintenance work, within a region designated by the Committee, under the terms of the Department's General Presidents' Project Maintenance Agreement (GPPMA) may move its workforce employed under the terms of this Agreement without restriction to work under the GPPMA and back again in order to meet the short-term workforce demands of the outage.

Section 6. An Employer working under the terms of this Agreement that obtains work on another project for the same owner, within a region designated by the Committee, under this Agreement in the geographic jurisdiction of another Local Union of the same International Union from which its workforce had been referred, may bring up to 20% of the workforce employed on the existing project at the time of the transfer to the new project. Any additional employees must be hired pursuant to the applicable Local Union's referral procedures.

Section 7. The Unions and their respective Local Unions shall not knowingly refer employees currently employed by a signatory Employer to other employment.

Section 8. An employee terminated for cause shall not be eligible for employment on projects under this Agreement for a period of ninety (90) days.

Section 9. The Unions and their respective local unions will exert their utmost efforts to recruit sufficient numbers of workers to fulfill the manpower requirements of the Employers. The Owners and Employers agree to assist in this effort directly and through the Nuclear Power Labor-Management Cooperation Committee established in Article XIV, Section 6, of this Agreement.

Section 10. Where governmental agencies impose equal employment obligations on the Employer's project, referral procedures shall be subordinate to such obligations.

Section 11. The Committee shall develop an appropriate program as an introduction to each new employee on a project, and to each supervisor, stressing the importance of the nuclear power project in the national interest, the desire of the parties to this Agreement to provide efficient and cost-effective operations, and specifying the procedures established by this Agreement to resolve any question or dispute.

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## ARTICLE VI

### APPRENTICES-TRAIINEES/HELPERS/SUB-JOURNEYPERSONS

Section 1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of workers in the construction industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 2. An Employer may employ pre-apprentices, trainee/helpers and/or sub-journeypersons for Unions recognizing such classifications to perform such work which is customarily performed by their craft. The pre-apprentices, trainee/helper and/or sub-journeypersons will not be a currently registered apprentice. The rate of pay and the number of employees to be employed in such classification shall be established for the project as outlined in Appendix A. It is understood by all parties that, however, those Unions who have not recognized such classification shall agree to furnish the Employer a sufficient number of apprentices to allow the Employer to be competitive for the project. The required ratio of apprentices for this specific project shall be established in accordance with Appendix A. If apprentices are available, the Employer shall employ apprentices at the required ratio.

Section 3. Trainees/helpers and/or sub-journeypersons may be reclassified to journeyperson status or to a registered Apprentice Classification, or a formal training program, as appropriate, when they have demonstrated their qualifications for such reclassification to the mutual satisfaction of the Joint Apprenticeship and Training Committee and the Local Union involved.

Section 4. If the Committee has identified a project as being in an area where there is likely to be a shortage of skilled workers and/or the project is a substantial distance from available joint apprenticeship training facilities, the Committee may authorize the establishment of a training center near or on the project site:

- (a) For use by Local Joint Apprenticeship and Training Programs of the Unions;
- (b) To provide specialized nuclear construction and maintenance training for Journey level workers and apprentices;
- (c) For use by vendors to train and certify workers on the installation of their products;
- (d) For use by the Unions to certify craft workers according to the Nuclear Mechanics Accreditation Process;
- (e) For use as a new employee processing and orientation facility;

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(f) For use as a recruitment center to recruit skilled and unskilled workers from the geographic area of the site;

(g) To facilitate a joint construction/operations training program to provide a broad general knowledge of the facility for individuals hired by the Owner to become full-time maintenance/operations employees upon completion of the project; and

(h) For any other purpose deemed appropriate by the Committee.

Funding for such facility, the programs enumerated above and any personnel hired to operate the facility will be determined by the Committee.

## **ARTICLE VII**

### **SUBCONTRACTING**

Section 1. The Employer agrees that neither it nor any of its subcontractors will subcontract any work to be done on the project except to a person, firm or corporation party to this Agreement. Any contractor or subcontractor working on a project covered by this Agreement shall as a condition to working on said project, become signatory to and perform all work under the terms of this Agreement and only with workers represented by the Unions signatory to this Agreement.

Section 2. If the Employer and International Unions are unable to locate qualified and competitive union contractors to perform particular work, the Employer may utilize non-union subcontractors to perform such work after providing notice to the Department and the Site Coordinator. The non-union contractor may utilize its existing workforce but must pay its Employees the applicable wages and fringes and abide by the ratios of journeymen to other classifications set forth in Appendix A. The Site Coordinator may request copies of certified payrolls to ensure compliance with this Section. In addition, the non-union contractor shall be required to agree in writing to be bound to and abide by the provisions of Articles VIII, X through XII, XIV, XV, XIX through XXI and all applicable decisions of the Committee and the Agreement Umpire.

## **ARTICLE VIII**

### **HELMETS TO HARDHATS**

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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Section 2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## ARTICLE IX

### PRE-JOB CONFERENCES AND ASSIGNMENTS OF WORK

Section 1. Six months before the start of construction on a project covered by this Agreement, or at the earliest possible date, the Employer and the Unions will meet to review the conditions applicable to the project. This pre-job requirement applies to each Employer and its sub-contractors before the start of their operation.

Section 2. Each Employer, including all contractors and subcontractors, shall conduct a pre-job meeting for the purpose of discussing the scope and schedule of the work and intended work assignments. Except in emergency situations, each Employer and subcontractor shall make final work assignments in writing no later than thirty (30) days prior to when the Employer or subcontractor starts work on the project or two (2) weeks after the pre-job meeting, whichever comes first.

Section 3. All signatory Employers, including all contractors and subcontractors, agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. All jurisdictional questions between or among the parties working under this Agreement will be settled in accordance with the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984 or any successor plan and all Unions agree that the assignments of the Employers shall be followed until the jurisdictional question is resolved in accordance with this Section.

Section 4. Violations of this Article are governed by Article XIX.

## ARTICLE X

### SAFETY

Section 1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer, which shall be in compliance with the Occupational Health and Safety Act (OSHA). These rules and regulations will be published and posted at conspicuous places throughout the project.

Section 2. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this

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Agreement will make the Unions or any of their Local Unions liable to any employees or to other persons in the event that injury or accident occurs.

Section 3. To be eligible for employment on any project covered by this Agreement, an employee must have either the Department's SmartMark or OSHA-10 training certification.

## ARTICLE XI

### HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. (a) The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week. All hours worked in excess of eight (8) hours in a day, Monday through Friday, shall be paid at the rate of time and one-half. If an Employee has an unexcused absence during the workweek, the Employee shall be paid time and half for hours worked on Saturday only after the Employee has worked in excess of forty hours Monday through Saturday. There shall be no pyramiding of overtime pay. All work performed on Sundays shall be paid at double the straight time rate of pay except if alternative compensation arrangements are agreed to pursuant to Sections 2 and 7 of this Article.

Section 2. It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Such proposed modifications to the standard work week shall be worked out between the Employer and the Department. Project schedule, manpower requirements, the geographic locations of the project and other appropriate factors, will be taken into consideration by the parties in reaching an understanding on work schedules.

Section 3. The Employer may establish a four (4)-day, ten (10)-hour work week exclusive of the thirty (30)-minute unpaid lunch period at the straight-time wage rate. The starting time shall be between seven (7) o'clock a.m. and eight (8) o'clock a.m. Forty hours (40) per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight-time wage rate. If Friday is scheduled as a make-up day, a minimum of eight (8) hours will be scheduled and worked, weather permitting. Employees who inform their Employer on Thursday that they do not wish to work the Friday make-up day, will not be penalized. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. Prior to utilizing this provision on a site where it has not previously been approved, the Employer or the Owner may petition to implement this option by initially submitting its request to the Committee.

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Section 4. Any employee reporting for work and for whom no work is provided, except due to inclement weather or other conditions beyond the control of the Employer, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts to work and works beyond the two (2) hours will be paid for actual time worked. Whenever minimum reporting pay is provided for employees they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the Employer's principal supervisor or his/her designated representative. The provisions of this Section are not applicable where the employee voluntarily quits or is off by reason of a strike, or as provided in Section 5 of this Article, in which case the employee shall be paid for the actual time worked.

Section 5. It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above, where the Employer requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

Section 6. Shifts may be established when considered necessary by the Employer.

(a) Eight-Hour Shifts: When shifts are required, the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7-1/2) hours and receive the equivalent of eight (8) hours pay at the Employee's regular straight-time hourly rate plus \$0.25. The third shift shall work seven (7) hours and receive the equivalent of eight (8) hours pay at the Employee's regular straight-time hourly rate plus \$0.50. A thirty (30)-minute lunch period shall be mutually agreed upon by the Job Superintendent and the Site Coordinator and shall not be considered as time worked.

(b) Ten-Hour Shifts: The Employer may establish two (2) four (4)-day, ten (10)-hour shifts at the straight-time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30)-minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay plus the shift additive of \$.25 per hour. In the event the job is down due to weather conditions or a holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight-time wage rate. Employees who inform their Employer on Thursday that they do not wish to work the Friday make-up day, will not be penalized. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Prior to utilizing this provision on a site where it has not previously been approved, the Employer or the Owner may petition to implement this option by initially submitting its request to the Committee.

Section 7. An Employer may request the Committee to approve a work schedule

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on particular operations for a specified duration of seven consecutive days a week comprised of alternating ten (10) hour shifts. The Committee in reaching its decision shall take into account the need for an accelerated schedule, the job scheduling, the availability of requisite manpower, the region of the country and other factors, and shall determine compensation arrangements.

Section 8. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas and Christmas Day. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive double the straight time rate.

Section 9. Holidays in lieu of or in addition to those in Section 8 above may be established by agreement of the Committee.

## ARTICLE XII

### GENERAL WORKING CONDITIONS

Section 1. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 2. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement, stand by crews and feather bedding practices will not be recognized.

Section 3. Testing, inspection, or service performed on plant equipment under warranty may be performed by the vendor's personnel.

Section 4. Neither the Union nor its local unions shall coerce or in any way interfere with the Owner's personnel, operation or facilities at the plant site. The Owner's right to contract directly with other companies for work at the plant site shall not be limited, and the Union shall cooperate and not interfere with the Employer's operations.

Section 5. Except as required by law, there will be no rest periods, organized coffee breaks or other non-working time established during working hours.

Section 6. Individual seniority shall not be recognized or applied to employees working on projects under this Agreement.

Section 7. The Employer shall establish such reasonable project rules as the Employer deems appropriate. These rules will be reviewed at the pre-job conference

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and posted at the project site by the Employer, and may be amended thereafter as necessary.

## ARTICLE XIII

### ABSENTEEISM, TARDINESS AND EXTENDED OVERTIME

Section 1. The Employers and the Unions agree that unexcused absenteeism and tardiness is undesirable and must be controlled. The following Absenteeism and Tardiness Policy shall apply to projects covered by this Agreement:

Time period to monitor: Rolling thirty-day window.

Infractions are: Absent; late-ins; early outs; long breaks; and long lunch periods.  
Exceptions are: Pre-approved time off and doctors' slips.

First infraction: Verbal warning shall be given and contractor will document.

Second infraction: During any thirty-day window will result in a written warning by the company representative with documentation in the employee's personnel file.

Third infraction: During any thirty-day window will be grounds for immediate dismissal.

Absent for three consecutive days without proper notification will be grounds for immediate discharge.

Absent for two consecutive days without proper notification will be considered a second infraction.

Absentee Notification Procedure: It is understood that absenteeism or irregular attendance is not in the best interest of the project. In the event an employee is going to be absent from work for any reason, the employee is required to notify his/her immediate supervisor as soon as possible at the job site by calling him/her. The employee shall state the reason for the absence.

Any employee terminated under this policy shall not be eligible for rehire on any the project covered by this Agreement for a period of not less than ninety (90) days.

Section 2. Recognizing that studies have shown that the use of extended overtime on a project results in increased absences, tardiness and turnover due to fatigue, the Committee will assist Owners, Employers and Unions in implementing best practices to eliminate or reduce the amount of extended overtime.

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## ARTICLE XIV

### WAGES AND FRINGE BENEFITS

Section 1. The Employer agrees to pay base hourly wage rates for those classifications as outlined in Appendix A.

Section 2. The Employer agrees to pay employees benefit contributions as outlined in Appendix A.

Section 3. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 4. In order to assure the payment of all applicable fringe benefits, the subcontractor(s) shall submit with each request for progress payment to the Employer, a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full. If the subcontractor(s) does not submit a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full, the Employer will not make the progress payment.

Section 5. (a) When a project is located in a remote area, the Committee shall determine whether or not a living expense allowance and/or travel allowance is warranted. When such allowances are in effect the Committee shall annually consider the changing availability of labor supply and living accommodations to determine whether or not such allowances should be modified.

(b) If a travel allowance is provided, an employee shall receive such allowance only for weeks the employee has no unexcused absences during the employee's regularly scheduled work week.

Section 6. The parties agree to participate in the Nuclear Power Labor-Management Cooperation Committee Trust Fund, (NPLMCC) established under the authority of Sec. (6b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Sec. 175(a) and Sec 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Sec. 186(c)(9).

Each Employer, including all contractors and subcontractors, performing work on a project covered by this Agreement shall contribute to NPLMCC the amount of thirty

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cents per hour for each hour worked by each individual employee covered by this Agreement.

Payment shall be forwarded monthly to the NPLMCC in a form and manner to be determined by the Trustees. The Trust Fund is formed and created for the purpose of:

- a. Creating joint Employer/Union approaches to resolving issues affecting the construction industry and in particular the nuclear power construction industry;
- b. Implementing the purposes of the Labor Management Cooperation Act of 1978;
- c. Developing a productive dialogue with users of nuclear power construction industry services and other construction industry users;
- d. Exploring ways of increasing productivity of both labor and management, and eliminating problems which reduce competitiveness and economic development in the construction industry and in particular the nuclear power construction industry;
- e. Collecting and disseminating technical data on matters of concern to the construction industry and in particular the nuclear power construction industry, including but not limited to upcoming projects, hours worked and accidents;
- f. Implementing programs to attract additional workers, including minorities and women, to the construction industry and in particular the nuclear power construction industry;
- g. Exploring ways to improve the skills and number of construction workers through apprenticeship and journeyperson training to address the special needs of the construction industry and in particular the nuclear power construction industry;
- h. Developing innovative approaches to providing workers' compensation coverage; and
- i. Investigating construction industry accidents and in particular accidents occurring during the construction of nuclear power plants for causes and ways to prevent similar accidents in the future.

Section 7. The NPLMCC shall function in accordance with, and as provided in, the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees

designated pursuant to the Trust Agreement establishing the NPLMCC and hereby adopt and agrees to be bound by the terms and provisions of the Trust Agreement.

Section 8. Employers who fail to pay contributions or other payments owed to the NPLMCC within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

## ARTICLE XV

### PAYMENT OF WAGES-CHECKING IN AND OUT

Section 1. Wages will be paid weekly by check or direct deposit on a designated day during working hours and in no case shall more than five (5) days pay be held back in any one payroll week. When employment ends for any reason, the employee's final pay will be processed and paid on or before the regularly scheduled pay day that covers the date of termination.

Section 2. The Employer may utilize brassing, time clocks or other systems to check employees in and out. Each employee must check himself or herself in and out. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

Section 3. Each Employer shall deduct from the wages of each employee the applicable Local Union dues, initiation fees, and assessments, but only when the Local Union furnishes the Employer with a written authorization form signed by the employee authorizing such deduction. The amount of such deduction shall be certified by the Local Union.

Section 4. Each Employer agrees to deduct and transmit to the Treasurer of the Political Education Fund of the Building and Construction Trades Department, AFL-CIO, the amount designated by employees who voluntarily authorize to have such contributions deducted from their wages on forms provided for that purpose by the Political Education Fund of the Building and Construction Trades Department, AFL-CIO. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

## ARTICLE XVI

### UNION SECURITY AND CHECKOFF

Section 1. All employees covered by this Agreement now in the employ of the

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Employer shall remain members in good standing in the Union during the term of this Agreement, and all employees hereinafter employed by the Employer, shall become members of the Union on the eighth (8<sup>th</sup>) day of their employment and shall remain members of the Union in good standing during the term of this Agreement. (This clause shall be effective only in those States permitting Union Security.)

Section 2. In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) if he or she has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

## **ARTICLE XVII**

### **AGREEMENT UMPIRE**

Section 1. One individual shall be chosen by the Committee immediately on its designation to function as the Agreement Umpire. This individual shall be thoroughly cognizant of industrial and building and construction trades work particularly on nuclear power plants. The Committee shall also appoint an Alternate Agreement Umpire to serve in the event the Agreement Umpire is unavailable to resolve a particular matter. References to the Agreement Umpire in this Agreement shall apply with equal force to the Alternate Agreement Umpire.

Section 2. The Agreement Umpire shall serve for a three (3) year term beginning with the date initially selected. The Committee shall have the authority to remove and replace the Agreement Umpire at any time.

Section 3. The Agreement Umpire shall have the authority to make final and binding decisions on issues which arise through the Grievance Procedure. The Committee may also refer to arbitration before the Agreement Umpire issues which are initially considered by the Committee.

Section 4. The Agreement Umpire shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement. Expenses of the Agreement Umpire shall be borne equally by the Employer and Union involved in the arbitration.

## **ARTICLE XVIII**

### **GRIEVANCE PROCEDURE**

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation of this Agreement, excluding questions of jurisdiction of work or violation

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of Article XIX, the same shall be settled by means of the procedure set out herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) calendar days after the alleged violation was committed, or if the violation was not ascertainable within five (5) calendar days of first knowledge of the facts giving rise to the grievance.

Section 2. Grievances shall be settled according to the following procedure:

Step 1: The grievance shall be reviewed by the Local Union Steward and/or a representative of the Local Union and the Project Superintendent and/or the Employer's representative at the project.

Step 2: If the grievance is not settled within five (5) working days after the start of Step 1, then the grievance may be submitted by the Union or Employer to an International Representative and the Labor Relations Manager of the Employer. The Site Coordinator shall also be notified of the grievance at this step and shall assist the parties in resolving the grievance.

Step 3: If the grievance is not settled within ten (10) working days after the start of Step 2, the information prepared for Step 2 plus any other supplemental information, facts or positions developed in Step 2 shall be submitted in writing to the Committee within five (5) working days by either party.

Step 4: If the dispute is not resolved within ten (10) working days after it is submitted to the Committee, the Employer, the Union or the Committee may submit the dispute to the Agreement Umpire for final and binding arbitration within five (5) working days. The Agreement Umpire shall schedule a hearing as soon as possible, but no later than ten (10) working days from submission. The Agreement Umpire shall issue a written decision within three (3) working days from the close of the hearing. The decision of the Agreement Umpire shall be binding upon all parties. The Agreement Umpire shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The expenses of the Agreement Umpire shall be borne equally by the Employer and the Union involved in the arbitration.

Section 3. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

Section 4. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

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## ARTICLE XIX

### NO STRIKES-NO LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, interference with the work or other disruptive activity for any reason by the Unions, their Local Unions or by any employee and there shall be no lockout by the Employer. Failure of any Union, Local Union or employee to cross any picket line established at the Employer's project site is a violation of this Article.

Section 2. The Unions and their applicable Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on any project covered by this Agreement for a period of not less than ninety (90) days.

Section 3. Neither the Unions nor their applicable Local Unions shall be liable for acts of employees for which they have no responsibility. The International Union General President(s) will immediately instruct, order and use the best efforts of his office to cause his Local Union(s) to cease any violations of this Article. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his/her office to cause the employees the Local Union represents to cease any violations of the Article. The failure of the Employer or Unions to exercise their rights in any instances shall not be deemed a waiver of its right in any other instance.

Section 4. (a) The Unions agrees that if any union or any other persons, whether parties to the Agreement or otherwise, engage in any picketing or work stoppage, the signatory Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage. The Owner and Employer shall provide safe and clean egress and ingress prior to taking any disciplinary action against workers who are attempting to avoid conflict with those engaging in such work stoppage or picketing.

(b) In the event of any work stoppage, strike, sympathy strike, picketing, interference with the work or other disruptive activity in violation of this Article, the Employer may suspend all or any portion of the project work affected by such activity at the Employer's discretion and without penalty.

Section 5. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy

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for said violation, to pay liquidated damages in accordance with Section 6. Any Employer which initiates or participates in a lockout in violation of this Article, or which recognizes or supports the lockout of another Employer which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 6.

Section 6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article or Article IX is alleged, after the Union(s) and/or Local Union(s) and Employer(s) have been notified of the fact.

(a) The party invoking this procedure shall notify the Agreement Umpire designated by the Committee, who the parties agree shall be the permanent umpire under this procedure. In the event that the Agreement Umpire is unavailable, the Alternate Agreement Umpire shall be notified. Notice to the Agreement Umpire shall be by the most expeditious means available, with notice by electronic means or any other effective written means, to the Department, the involved International Union President(s) and Local Union(s) and Employer(s).

(b) Upon receipt of said notice the Agreement Umpire shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(c) The Agreement Umpire shall notify the parties by electronic means or any other effective written means, of the place and time chosen for the hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Agreement Umpire.

(d) The sole issue at the hearing shall be whether or not a violation of this Article or Article IX, Section 3, has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Agreement Umpire may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or electronic means upon issuance.

(e) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Agreement Umpire's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Agreement Umpire's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

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(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

(h) If the Agreement Umpire determines that a violation has occurred in accordance with Section 6(d) above, the party or parties found to be in violation shall pay as liquidated damages, the following amounts: for the first shift in which the violation occurred, \$50,000; for the second shift, \$75,000; for the third shift, \$100,000; for each shift thereafter on which the craft has not returned to work, \$100,000 per shift. The Agreement Umpire shall determine whether the specified damages in this Section shall be paid to the Owner or the affected party. The Agreement Umpire shall retain jurisdiction to determine compliance with this Section and Section 3 of this Article.

Section 7. The procedures contained in Sections 6 shall be applicable to alleged violations of this Article and of Article IX, Section 3. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article XVIII.

## **ARTICLE XX**

### **SUBSTANCE ABUSE POLICY**

All parties hereto agree to participate in and abide by the Department's National Drug and Alcohol Testing Program and Policy ("BCTD Program"), or participate in and abide by a drug and alcohol testing program that has been recognized and granted reciprocal status by the BCTD Program. If the Nuclear Regulatory Commission regulations governing drug and alcohol testing are more stringent than the BCTD Program, then the requirements of the Nuclear Regulatory Commission shall be applied by the BCTD Program and any program that has been recognized and granted reciprocal status by the BCTD Program.

## **ARTICLE XXI**

### **SECURITY OF MATERIAL, EQUIPMENT AND TOOLS**

Section 1. Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Employer. The Employer will be responsible to cover the costs of the full prior agreed inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the Employer upon the presentation of satisfactory evidence. The inspection of incoming shipments of equipment, apparatus, machinery

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and construction materials of every kind shall be performed at the discretion of the Employer by individuals of its choice.

Section 2. All employees will comply with the security procedures established by the Employer.

## **ARTICLE XXII**

### **GENERAL SAVINGS CLAUSE**

Section 1. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Section 2. If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

## **ARTICLE XXIII**

### **TERM OF AGREEMENT**

Section 1. This Agreement shall be effective on all projects approved in accordance with the procedures set forth in Article I which commence after 12:01 a.m., March 1, 2010, and until 12:01 a.m., February 28, 2015, and shall continue in full force and effect from year to year thereafter unless changed or terminated as provided for in Section 2 of this Article.

Section 2. If either the North American Contractors Association, on behalf of the signatory Employers, or the Department, on behalf of the signatory Unions, desires to change or terminate this Agreement, notice to the other side must be provided in writing at least sixty (60) days, but not more than ninety (90) days prior to the anniversary date of this Agreement. If notification is given by either party in accordance with this paragraph, and the parties have been unable to reach agreement on provisions of a new Agreement prior to such expiration date, the Agreement shall continue to be binding on a day-to-day basis until a new Agreement is established. Either party may treat this collective bargaining agreement as cancelled after the expiration date by giving written notice of such intent to the other party.

Section 3. This Agreement shall not be amended or supplemented except by

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mutual consent of the parties hereto, reduced to writing and duly signed by each.

Section 4. This Agreement shall remain in full force and effect for the duration of any project where construction work has commenced under the terms of this Agreement, or the Agreement has been approved for implementation.

### NUCLEAR POWER CONSTRUCTION LABOR AGREEMENT

Signed and subscribed to this 1<sup>st</sup> day of March, 2010.

STONE + WEBSTER, Constructors, Inc.

North American Contractors Association

Building and Construction Trades Department,  
AFL-CIO

  
4/13/2010  
President  
Roy Montgomery Glover

President

Secretary-Treasurer

International Association of Heat and Frost  
Insulators and Allied Workers

International Brotherhood of Boilermakers, Iron  
Ship Builders, Blacksmiths, Forgers and  
Helpers

International Union of Bricklayers and Allied  
Craftworkers

United Brotherhood of Carpenters and Joiners  
of America

**BUENA VISTA  
CONSTRUCTION CO.**

**PROJECT LABOR  
AGREEMENT**

**EFFECTIVE January 1, 2010  
THROUGH December 28, 2013**

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**BUENA VISTA CONSTRUCTION CO.**

**PROJECT LABOR AGREEMENT**

THIS AGREEMENT entered into this 1<sup>st</sup> day of January 2010, by and between Buena Vista Construction Co., or its successors or assigns, hereinafter called Project Contractor, BUILDING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO, and the CENTRAL FLORIDA BUILDING AND CONSTRUCTION TRADES COUNCIL and the International Unions and Local Unions whose names are subscribed hereto (hereinafter collectively called Union) and who have, through their duly authorized officers, executed this Agreement which shall apply to all Building and Construction Trades type work which is performed by the Project Contractor on the Walt Disney World Resort; which is located in Orange, Osceola and Polk Counties, Florida, except for land dedicated for conservation.

The term Contractor as used in this Agreement includes Buena Vista Construction Co. and its subcontractors of whatever tier. Where specific reference to Buena Vista Construction Co., only, is intended, the term Project Contractor is used.

**ARTICLE I - PURPOSE**

WHEREAS, the continued construction of the Walt Disney World Resort will require a large number of skilled and unskilled workers in the performance of work; and the orderly and uninterrupted prosecution and construction of the Walt Disney World Resort Project is of significant interest to the parties hereto, and it is the purpose of this Agreement that all work shall proceed efficiently, economically and with due consideration for the protection of labor standards, wages, and working conditions;

THEREFORE, the parties hereto have hereby agreed and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto to the end that the Contractor is assured of complete continuity of operation and that labor-management peace is maintained.

## **ARTICLE II - EFFECT OF OTHER AGREEMENTS**

The provisions of this Agreement (including Schedule A to be negotiated between the Project Contractor and the Local Union having jurisdiction over the work performed) shall apply to that construction work at the Walt Disney World Resort undertaken by the Project Contractor and any of its subcontractors, in spite of provisions of local or national union agreements which may conflict or differ with the terms of this Agreement.

Where a subject covered by the provisions of this Agreement is also covered by a collective bargaining agreement which serves as the basis for the attached Schedule A, the provisions of this Project Agreement shall prevail.

## **ARTICLE III - SCOPE OF AGREEMENT**

(a) This Agreement shall apply to all Building and Construction Trades type work performed during the term of this Agreement by the Contractor at the Walt Disney World Resort located in Orange, Osceola, and Polk Counties, Florida, except for land which is dedicated for conservation, within the jurisdiction of the Union parties to this Agreement.

(b) Although not limited to the following, the items below are specifically excluded from the terms of this Agreement:

1. Warranty functions and warranty work;

April 2010, July 2010, October 2010, and January 2011. The calculation will be based on all hours worked during the quarter at the employee's current base rate (defined as Journeyperson scale wage only) plus fringes.

3. Effective December 26, 2010, a three percent (3%) increase will be applied to current package (*defined as base rate plus fringes*).
4. Effective December 25, 2011, a three percent (3%) increase will be applied to current package (*defined as base rate plus fringes*).
5. Effective December 30, 2012, a four percent (4%) increase will be applied to current package (*defined as base rate plus fringes*).
6. The various Union affiliates will designate the distribution of the bonus and pay increase to either fringes or wages no later than November 1<sup>st</sup> for each year of the contract.

(b) FRINGE BENEFITS:

The Contractor shall make payments for fringe benefits in the amounts designated in the Schedule A's as of January 1, 2010, and such amounts shall remain in effect for the duration of this Agreement (subject to the provisions of (c) below), or until a modification is agreed upon pursuant to the provisions of Article XV.

Contractors who are not party to collective bargaining agreements with the Union, but who are required to comply with the provisions of this Agreement by virtue of Article III, shall be considered as complying with this Agreement by paying the employees the money equivalent of such fringe benefits in the form of supplementary wages.

(c) CONTRIBUTIONS TO NATIONAL FRINGE BENEFIT PLANS:

With the approval of the Secretary-Treasurer of the Building and Construction Trades Department and a representative of the Project Contractor, the Contractor shall make payment for fringe benefits in the amount universally required by any national, jointly-trusteed fringe benefit plan to which payments were required pursuant to the appropriate Schedule A under this Agreement as of January 1, 2010.

(d) The wages and benefit levels established under this Article shall be the only rates paid pursuant to this Agreement, and it shall be a violation of this Agreement for any Union or employee to demand, wages or benefits in excess of such rates.

(e) Any employee forced to wait beyond normal working hours for their pay shall be paid waiting time at the overtime rate. In the event of a pay shortage, the Contractor shall issue a make-up check for any straight time hours, or any overtime hours in excess of five (5) hours, the Monday following payday. All other shortages shall be made up in the next regular paycheck. In the event of a layoff, the shortage shall be made up immediately. Any employee who is affected by reduction in force shall be paid all wages due him/her. Any employee terminated for cause shall have their final paycheck available for pickup or forwarded to their current mailing address the following business day.

## **ARTICLE XI - HOURS AND WORKING CONDITIONS**

### **(a) WORK WEEK**

The normal work week shall be five (5) consecutive days, Monday through Friday. The Buena Vista Construction Co. workweek ends at the end of day shift on Friday. The Project Contractor may operate a third shift five (5) consecutive days Sunday through Thursday, between the hours of 9 p.m. and 5 a.m., with Friday and Saturday being considered the sixth and seventh day respectively, and all employees

water and sanitary drinking cups or fountains.

(c) Contractor shall provide sanitary toilet facilities with wash facilities for the employees.

(d) Contractor shall provide a safe place for storage of tools and facilities for changing clothes.

(e) Effective April 2, 1994, the Union shall be required to provide the Contractor with employees having the requisite safety training required by Law.

#### **ARTICLE XIV - NON-JOURNEYPERSON CLASSIFICATIONS**

(a) The Contractor and Union agree to the utilization of apprentices, pre-apprentices, trainees, helpers, starters, or probationary employees, whichever is the appropriate designation for the craft involved, in the manner set forth in (b), and the Local Unions agree to supply the Contractor with such employee classifications. The Contractor may request and the union shall refer up to 33-1/3%, by craft, of such classifications.

(b) It is understood that the non-Journeyperson classifications as set forth in (a) are employees who work with the Journeyperson of that craft. They will be assigned by the Contractor to perform only such work as is normally performed by their craft and which they are capable of performing as determined by the Contractor.

(c) The Contractor may specifically request, and the Union shall refer, apprentices by apprentice year before requesting non-Journeyperson classifications. If the Union is unable to refer apprentices by apprentice year, the Contractor may request, and the Union shall refer, non-Journeypersons in the appropriate designations for the craft(s) involved.

(d) Apprentices shall be employed at the standard apprentice rate set forth in

the Schedule "A"; all other non-journeypersons shall be employed at a hourly rate mutually agreed to between the Contractor and the Affiliate.

(e) In the event the Union is unable to fill any requisitions for applicants for apprentice or other non-Journeyperson classifications within forty-eight (48) hours, the Contractor may employ applicants for such classifications from any other available sources.

#### **ARTICLE XV - DURATION OF AGREEMENT**

This Agreement and the Schedule A's in effect as of January 1, 2010 shall continue in effect until December 28, 2013, and from year to year thereafter, except for the Schedule A's, unless written notice of a desire to terminate or modify this Agreement is served by the Building and Construction Trades Department, AFL-CIO, or by the Project Contractor upon the other at least sixty (60) days prior to December 28, 2013, or December 28 of any subsequent year.

#### **ARTICLE XVI - GENERAL SAVINGS CLAUSE**

It is not the intention of either Contractor or Union parties hereto to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, Contractor and Union agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by